



Staff Report

RESOLUTION APPROVING SUPPLIER AGREEMENT WITH POPLAR CREEK GRILL FOR THE SENIOR NUTRITION PROGRAM

Honorable Mayor and Council Members:

Summary

The Twin Pines Senior and Community Center provides a Congregate Nutrition program for senior citizens four days per week. Approximately 3,600 meals are served annually. The nutritional and social values of this program are extremely beneficial to the senior population. Staff is recommending that the City Council approve an Agreement with the Poplar Creek Grill to supply the lunches for the Senior Nutrition Program.

Background

The Senior Nutrition Program currently provides catered meals through an agreement with San Mateo County General Hospital. The quality of the meals has been inconsistent, which has contributed to an overall decrease in senior attendance. In 2003 there were approximately 6,400 meals served annually through the senior lunch program. In 2010 the number of meals served annually has decreased to approximately 3,600 meals. The primary complaint from seniors related to the senior lunch program, has been the inconsistent quality of the food being served. As a result, staff brought this issue to the Belmont Senior Advisory Committee (Senior Advisory Committee) for discussion. The Senior Advisory Committee initiated research to identify alternative food service options. From this research, the Poplar Creek Grill was identified as an alternative food service option. The Poplar Creek Grill currently provides senior meals for the two senior centers in the City of San Mateo.

On July 21, 2010 staff participated in an exploratory meeting with representatives from the Poplar Creek Grill. The purpose of the meeting was to discuss the feasibility of providing senior meals for the Belmont Senior Nutrition Program. On July 27th staff presented the findings of the exploratory meeting to the Senior Advisory Committee for feedback and discussion. It was recommended that an ad-hoc committee be selected from the Senior Advisory Committee, to visit the two San Mateo sites being served by the Poplar Creek Grill, and evaluate the quality of their food service. The ad-hoc committee and staff visited the King Center Senior Lunch Program on August 17th, followed by the Alameda Center Senior Lunch Program on August 23rd. On August 31st the ad-hoc committee met to discuss the food service programs at the two sites visited. On September 28th the ad-hoc committee reported to the Senior Advisory

Committee on the findings from the two site visits. It was reported that the food service experience was extremely positive, the food was of high quality, and a recommendation was made for staff to move forward with an agreement for food catering services with Poplar Creek Grill.

Discussion

The San Mateo County General Hospital continues to increase their costs per meal, yet the quality of the food service provided remains inconsistent. While there are many catering businesses in the area, the senior population is unique and requires nutritional meals that meet the daily dietary requirements for seniors. The Poplar Creek Grill is identified as an approved San Mateo County caterer operating in compliance with the Congregate Nutrition Guidelines established by the State of California and County of San Mateo. The Poplar Creek Grill has successfully demonstrated the ability to comply with the established nutritional guidelines while providing quality food services for the King Center Senior Lunch Program in San Mateo, which provides a Congregate Nutrition Program similar to the Belmont program.

The Congregate Nutrition Program is funded by client donations and Federal Funds granted by the County of San Mateo, Aging and Adult Services to Senior Services providers who meet program requirements found in the Older Americans Act Code of Federal Regulations. The City of Belmont meets these federal requirements through the provision of meal services for older individuals in a congregate setting, providing nutrition and health education, health promotion programs and opportunities for socialization.

The Senior Advisory Committee has researched and discussed different strategies to improve the Senior Nutrition Program. It was determined that the provision of a consistent quality food service, is a key component to facilitate the improvement of the Senior Nutrition Program and increase the overall senior participation. By increasing the participation, more seniors will have an opportunity to enjoy a nutritious meal, socialize with other seniors, and remain connected to the community.

General Plan/Vision Statement

- *We connect with each other in all kinds of gathering places.*

Fiscal Impact

Staff estimates that changing lunch providers will result in a nominal cost per year (\$950-\$1,500), which will be offset by revenue generated from donations and fundraising. The FY2010 Final Budget identified \$27,298 in funds allocated for the Senior Nutrition Program, which were offset by nutrition site grants, client donations, and senior fundraising efforts. The Congregate Nutrition program provides a nutritious lunch for a suggested donation of \$4.00 per meal, with the County Nutrition Site Grant allocating \$4.25 for seniors 60+ per meal, totaling \$8.25 per meal. The \$8.25 covers the City's cost per meal. The new Agreement increases the cost per meal to \$8.50. The \$.25 differential will be offset by a combination of sponsorships, fundraising efforts and donations. Through November 2010, senior fundraising has already achieved 118%

of the FY2011 budget.

In FY2011 there will be a minimal increase in the budget allocation ranging from \$475-\$750 which will be offset by grants, client donations, sponsorships and senior fundraising efforts.

Public Contact

Posting of City Council agenda.

Recommendation

Staff recommends that the City Council approve the attached Resolution for an Agreement with the Poplar Creek Grill to supply lunches for the Senior Nutrition Program.

Alternatives

1. Deny the Resolution
2. Refer to staff for more information.

Attachments

- A. Resolution
- B. Agreement For Services
- C. Exhibit A (Scope)

Respectfully submitted,

George Brunson
Recreation Manager

Jonathan Gervais
Parks & Recreation Director

Greg Scoles
City Manager

Staff Contact:

George Brunson, Recreation Manager
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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
APPROVING THE SUPPLIER AGREEMENT WITH THE POPLAR CREEK GRILL
FOR THE SENIOR NUTRITION PROGRAM**

WHEREAS, the City of Belmont cares about senior health, nutrition and well-being; and

WHEREAS, the Senior Nutrition Program provides nutritious food, comfort, and opportunities for social interaction for a vulnerable population; and

WHEREAS, the City of Belmont provides meals for the Senior Nutrition Program; and,

WHEREAS, the City of Belmont has supplied over 100,000 meals to seniors; and

WHEREAS, the Poplar Creek Grill is an approved San Mateo County supplier for the provision of nutritious senior meals; and,

WHEREAS, the Poplar Creek Grill will supply the meals for the Senior Nutrition Program for an amount not to exceed \$34,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Belmont authorizes and directs the City Manager to enter into an Agreement with the Poplar Creek Grill to supply meals for the Senior Nutrition Program.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on January 11, 2011 by the following vote:

AYES, COUNCILMEMBERS: _____

NOES, COUNCILMEMBERS: _____

ABSTAIN, COUNCILMEMBERS: _____

ABSENT, COUNCILMEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont

AGREEMENT FOR SERVICES

This Agreement is made and entered into as of the ____ day of _____, 20__ by and between the City of Belmont hereinafter called "CITY" and Poplar Creek Grill hereinafter called "SUPPLIER".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

1. That CITY desires to engage SUPPLIER to render certain services in the CITY;
2. That SUPPLIER is qualified to provide such services to the CITY and;
3. That the CITY has elected to engage the services of SUPPLIER upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by SUPPLIER under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of SUPPLIER under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination.
 - (a) The term of this Agreement shall be from _____, 2011 through _____, 2012. The Agreement will automatically extend for an additional one year term, unless the City or Supplier elects to terminate the Agreement at the end of the term. All terms and conditions shall be agreed upon by both parties, and any changes to the Agreement shall be identified by attached addendum to the Agreement.
 - (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than forty-five (45) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate SUPPLIER for services rendered, and reimburse SUPPLIER for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such

remedies as may accrue to CITY hereunder.

3. Compensation; Expenses; Payment. CITY shall compensate SUPPLIER for all services performed by SUPPLIER hereunder in an amount based upon SUPPLIER's rates during the time of the performance of said services. A copy of SUPPLIER's rates for which services hereunder shall be performed are set forth in SUPPLIER's fee schedule marked Exhibit A hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of thirty-four thousand dollars (\$34,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefore by SUPPLIER to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. SUPPLIER shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by SUPPLIER hereunder. Said records shall be available to CITY for review and copying during regular business hours at SUPPLIER's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Skill of SUPPLIER. SUPPLIER represents that it has the necessary skills to perform the services required and the CITY shall rely on such skills of the SUPPLIER to do and perform the work. In performing services hereunder SUPPLIER shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by SUPPLIER hereunder.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by SUPPLIER pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of SUPPLIER to the CITY is that of an independent contractor and all persons working for or under the direction of SUPPLIER are its agents or employees and not agents or employees of the CITY.
10. Schedule. SUPPLIER shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of SUPPLIER's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, SUPPLIER's officers or employees.

SUPPLIER acknowledges the importance to the CITY of CITY's Project schedule and agrees to put forth its best efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. SUPPLIER hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of SUPPLIER, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of SUPPLIER to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require SUPPLIER to indemnify CITY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. SUPPLIER shall acquire and maintain Workers Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and liability insurance coverage relating to SUPPLIER's services to be performed hereunder covering City's risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to SUPPLIER's vehicle usage in performing services hereunder)
Liability	\$1,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, SUPPLIER shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification of cancellation or reduction in coverage by first class mail;
- (b) Providing that SUPPLIER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the CITY of Belmont, its Council, officers, boards, commissions, employees, and agents, as additional insureds; and
- (d) Providing that SUPPLIER's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of SUPPLIER's insurance and not contributory with it.

13. Notice. All notices required by this Agreement shall be given to the CITY and SUPPLIER in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Belmont

20 Twin Pines Lane
Belmont, CA 94002
Attention: Cheri Handley, Recreation Supervisor

SUPPLIER: Poplar Creek Grill
1700 Coyote Point Drive
San Mateo, CA 94401
Attention: Adam Light, Managing Partner

14. Non-Assignment. This Agreement is not assignable either in whole or in part.
15. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
16. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
18. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
19. Conflict of Interest. SUPPLIER may serve other clients, but none who are active within the City of Belmont or who conduct business that would place SUPPLIER in a "conflict of interest" as that term is defined in State law.
20. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

Dated: _____

CITY OF BELMONT

City Manager

Dated: _____

APPROVED AS TO FORM

City Attorney

Dated: _____

FUNDING VERIFIED:

Finance Director

Dated: _____

SUPPLIER

**EXHIBIT A: SCOPE OF WORK
AGREEMENT WITH POPLAR CREEK GRILL LLC
FOR SENIOR LUNCH
MEAL PREPARATION AND DELIVERY SERVICES**

This represents the scope of work in providing Senior Lunch meal preparation and delivery services for the Twin Pines Senior & Community Center. Days of service shall be as follows:

- Tuesday, Wednesday, Thursday

CITY reserves the right to cancel days of service due to holiday, facility maintenance closure, other scheduled use of facility, or other reason.

I. Menu Development, Review and Approval

A. Menu Development Responsibilities: SUPPLIER shall be responsible for creating all menus and receiving approval of those menus as described below.

B. Menu Variation:

- No same main course type (eg. Chicken) or starch type and preparation method (eg. Mashed potatoes) the same day of the week two weeks in a row.
- No same main course (eg. Chicken) or starch type and preparation method (eg. mashed potatoes) two service days in a row.
- No repeat of a main dish entrée within 1 month.
- No more than one non-meat entrée per month (note- salad with meat shall constitute a meat entrée).
- SUPPLIER shall design menu to be compatible with holidays and other generally recognized celebrations to the extent practical. The guideline for this applies when such days fall within that service week, rather than only on that service date.

C. Menu Process:

- Menu approval timeline shall be in response to San Mateo County approval process. Timelines shall be modified as required by County, or in order to meet their approval turnaround needs.
- As of the date of this Agreement, San Mateo County approves menus in three (3) month blocks only.
- SUPPLIER shall submit to CITY three (3) months of menus at least six (6) weeks prior to the first date of that menu set.
- CITY may suggest/request/require menu amendments up to 10 days after receiving menus from SUPPLIER, and SUPPLIER shall provide amended menus no later than 4 weeks prior to first date of that menu set. CITY may only require menu amendments when menu is not in compliance with the guidelines contained within this Agreement Scope of Work.
- CITY shall submit menus for County approval not later than 4 weeks prior to first date of that menu set.

- CITY shall receive and forward the County determination, and SUPPLIER shall make any required menu changes.
- Menu must contain specific meal selections for each food item, along with the quantities per plate to be provided.
- SUPPLIER may, from time to time, need to make a menu substitution after the menu has been approved. CITY and County must approve menu changes. CITY will not unreasonably withhold menu changes necessitated by food availability or cost. CITY will typically require that main entrée changes be of like type (eg. beef substitute for beef, not chicken for beef).

II. Nutritional Guidelines

- A.** The City of Belmont Senior Lunch program is a federally funded program. The SUPPLIER agrees to provide meals meeting County of San Mateo dietary requirements.
- B. Expected Food Types:** SUPPLIER shall include in each meal: entrée, main starch, bread, vegetable, dessert, milk. If entrée is a combination of meat and starch (eg. Meat lasagna; stir fry on rice), no additional main starch shall be required.

III. Food Delivery

- A. Delivery time:** It is the interest of the CITY to have meals prepared as nearly to the serving time as practical while ensuring that meals are on site in time to unload, prepare and serve for a 11:30am seating. SUPPLIER shall prepare food for as immediate transport to the center as practical, with a timeline expectation that food would not arrive at the center before 10:30am, and typically not after 11:00am.
- B. Delivery Method:** SUPPLIER will store on site at each location an electric warming box. Upon delivery, SUPPLIER shall transfer food to this box. Following use, CITY shall clean and re-insert food trays back into the warming box, then secure it for next day's use. Each day SUPPLIER shall remove food trays and replace them with new full trays. CITY will make every effort to secure electric warming boxes while not in use, however, CITY shall not be held responsible for the cost of any loss or damage to the units or food trays.
- C. Taking and Logging Temperature:** SUPPLIER shall comply with all San Mateo County food temperature requirements for all meals prepared and delivered. SUPPLIER shall create and attach a Delivery Log form for each meal that will include space for three temperature readings and portion control instructions for CITY'S servers. SUPPLIER shall log food temperature prior to departure; CITY shall log food temperature upon arrival. CITY shall log food temperature prior to serving.
- D. Portion Control Instructions:** SUPPLIER shall provide portion control instructions for all items of each meal on the Delivery Log form.
- E. Miscellaneous- Ice:** SUPPLIER shall provide a bucket of sanitary ice for cooling glasses of water.

IV. Meal Counts and Fees

- A. CITY shall pay \$8.50/meal ordered.
- B. CITY shall guarantee a minimum of 25 meals per day of service ordered during the first 6 months of the one year agreement, except:
- The order may be less than 25 meals on up to 6 days of service (3 per quarter) within the first 6 months of the agreement.
- C. CITY shall guarantee a minimum of 30 meals per day of service ordered during the second six months of the one year agreement, except:
- The order may be less than 30 meals on up to 6 days of service (3 per quarter) within the second 6 months of the agreement.
- D. Order must be placed in advance as follows to guarantee meal and count:
- Serving Date: T W Th
 - Order Date: F M T
- E. Meal orders shall be made by email. Fax shall be the preferred alternative method.
- F. SUPPLIER will attempt to accommodate late order additions subject to availability. In some cases, SUPPLIER may be able to provide additional meal(s) but of a different type than on the menu. SUPPLIER reserves the right to assign an additional surcharge per meal for late order additions. Any such surcharge must be communicated at the time of the additional order, and approved by CITY. If not approved, CITY shall rescind the additional order.

Supplies: Non food items may be provided by SUPPLIER at an additional cost to CITY. Predetermined pricing shall be based on quantity and item ordered. When applicable, supplies will be delivered with meals.

V. Compliance and Administration

- A. SUPPLIER must maintain kitchen in such a manner to pass all San Mateo County inspections.
- B. SUPPLIER food preparation and handling staff must meet San Mateo County requirements at all times.
- C. SUPPLIER must maintain documentation required by San Mateo County at all times.
- D. SUPPLIER shall invoice CITY on a monthly basis. This invoice shall include a summary of the meals provided each day of service and the contracted numbers of meals provided.